

Eric A. Jonas, Jr.
Senior Vice President
Human Resources
(804) 486-4000
eric_jonas@circuitcity.com



20192-1003

Circuit City Stores, Inc.
9954 Mayland Drive
Richmond, VA 23233
tel 804.486.4000
fax 804.486.8259

November 7, 2008

James H. Wimmer
12928 Church Road
Richmond, VA 23233

Re: Enforcement of Employment Agreement dated December 4, 2003

Dear Jim:

The purpose of this letter is to mutually acknowledge that your employment with the Company will end January 9, 2009 (Effective Date of Termination), and that you will be paid separation pay in accordance with your Employment Agreement dated December 4, 2003.

*Benefits
on 11/10/08*
*Short term
deferral
exception
Lump sum
with 2 1/2 mo*

- The Company will pay you your regular bi-weekly pay (\$9,553.85 gross) from November 7 2008 through January 9, 2009 and, during this transition period, you will perform work duties as requested and assigned to you by the Company. You will receive your bi-weekly pay for this time period according to the Company's regular payroll practices.
- Under Article 7.4(b) the Company will pay you an amount equal to \$347,760.00 gross (which is one (1) year of your current base salary of \$248,400.00 gross and \$99,360.00 your target Annual Bonus for the current fiscal year). In addition, under Article 7.4(b), you are entitled to a pro-rata share of your target bonus for fiscal year 2009 in the amount of \$85,749.30 gross. Please note that Section 409A of the Internal Revenue Code generally prohibits the Company from paying separation-related payments during the six-month period following termination of your employment. Know that this delay in payment avoids Section 409A penalties of premature taxation, an additional 20% federal income tax and interest on underpayments of tax. As a result, separation-related payments will be made as follows: a) \$216,754.68 gross (6/12 of the \$433,509.30 gross), will be disbursed to you on July 9, 2009; and b) \$36,125.78 gross (1/12 of \$433,509.30 gross), will be paid the first pay period of each month in the six month period after July 9, 2009, until paid in full.
- Under Article 7.4(b), the health and welfare benefit plan participation for which you remain eligible after termination of employment will continue for one (1) year beginning February 1, 2009 and will continue at the same cost to you as of the Effective Date of Termination through January 31, 2010; provided, however, that the applicable COBRA "period of coverage" under any plan subject to Section 4980B of the Internal Revenue Code of 1986, as amended, or Sections 601 through 609 of the Employee Retirement Income Security Act of 1974 (ERISA) shall run concurrently.
- Under Article 7.4(c), the Company will provide you with outplacement services for a period of six (6) months. Yvette Parham, HR Administration, will assist you with these arrangements. You must use these services by January 9, 2010.



James H. Wimmer
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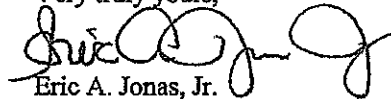
- Under Article 7.4(d), you have non-qualified stock options with respect to 5,000 shares of common stock granted on January 1, 2008 with an exercise price of \$4.20; 15,625 shares of restricted stock awarded on June 21, 2005; and 750 shares of restricted stock awarded on April 1, 2007 that will become vested as of the Effective Date of Termination. All stock options and restricted stock not scheduled to vest by December 4, 2009 are hereby forfeited. All otherwise vested stock options will remain vested and exercisable through April 9, 2009, 90 days from the Effective Date of Termination.

In addition to the terms of your Employment Agreement, the Company will provide you with the following additional benefits:

- You may keep any OEP product in your possession. That OEP product is currently valued at \$5,193.77. You must satisfy any income tax requirements.

You are also reminded of your continuing obligation under the above-referenced Employment Agreement and are advised that the obligations imposed by Article 8 survive your termination of employment.

Very truly yours,



Eric A. Jonas, Jr.
Senior Vice President
Human Resources

• Chapter 11 ? earned credit

• CAR ALLOWANCE

• Jan Retention \$4,430 pay 7

in January 2

• Other employment ?

• Employee purchase Retiree

• Medical coverage they Company

Pension Retention / Sept 2011

Totals 270,000
11% ch of
cont'd 6/4
Jan 9th